

SECTION G
CONTRACT ADMINISTRATION DATA

1. **CONTRACT ADMINISTRATION**

- A. The Contractor shall use the Contracting Officer as a point of contact on all business and administrative matters concerning this contract. Only the Contracting Officer can make changes to the terms, conditions, specifications, clauses, provisions, or other requirements of this contract. The Contractor shall not accept any instructions issued by any person other than the Contracting Officer, or the Contracting Officer's Technical Representative acting within the limits of his or her authority. All correspondence, other than that of a technical nature, shall be addressed to the Contracting Officer, with information copies of the basic correspondence to the Contracting Officer's Technical Representative. The address is:

Through United States Post Office Mail:

JoAnne Grove
Contracting Officer
National Park Service
Harpers Ferry Center
Office of Acquisition Management
P.O. Box 50
Harpers Ferry, West Virginia 25425-0050

Through Express Mail:

JoAnne Grove
Contracting Officer
National Park Service
Harpers Ferry Center
Office of Acquisition Management
Administration Annex
230 Zachary Taylor Street
Harpers Ferry, West Virginia 25425

- B. The Contracting Officer's Technical Representative (COTR) is Robert H. Clark, Visual Information Specialist. The address is:

Through United States Post Office Mail:

Robert H. Clark
COTR
National Park Service
Harpers Ferry Center
Interpretive Design Center
P.O. Box 50
Harpers Ferry, West Virginia 25425-0050

Through Express Mail:

Robert H. Clark
COTR
National Park Service
Harpers Ferry Center
Interpretive Design Center
P.O. Box 50
67 Mather Place
Harpers Ferry, West Virginia 25425

2. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

The individual named below is designated as the Contracting Officer's Technical Representative (COTR):

Robert H. Clark
Visual Information Specialist

The COTR is responsible for: (1) monitoring the Contractor's technical progress including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Scope of Work; (3) performing technical evaluation and performance surveillance as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Contracting Officer in the resolution of technical problems encountered during performance.

The Contracting Officer is responsible and has the sole authority for directing and/or negotiating any changes in the terms, conditions, or amounts cited in the contract. Increases or changes in the Scope of Work shall be approved by the Contracting Officer.

For guidance from any COTR to the Contractor to be valid, it must: (1) be consistent with the description of the work set forth in this contract; (2) not constitute new assignment of work or change the expressed terms, conditions, or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; (4) not constitute a basis for any increase in the total contract value.

3. **KEY PERSONNEL**

The individual(s) named below are considered "Key Personnel" for the performance of all requirements under this contract. The Key Personnel may not be amended during the course of the contract without the written approval of the Contracting Officer. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer and shall submit a justification (including proposed substitutions) in sufficient detail to permit evaluation of the effect on the program.

- Jody Bunting, Primary Project Manager;
- Clifford Woodward, Project Manager, Manufacturing, Environmental, Quality Control, and Hardware;
- Todd Turner, Design; and
- Liz Gamelier, Customer Support, Marketing, and Training.

During the first 90 days of performance, the Contractor shall make no substitutions of Key Personnel unless the substitution is necessitated by illness, death or termination for cause of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide an explanation with justification as appropriate. After the initial 90 calendar day period, the Contractor shall submit the explanation with justification to the Contracting Officer for review and approval at least 30 calendar days prior to making any permanent substitutions.

The Contractor shall submit a justification which includes a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person(s) being replaced. The Contracting Officer will notify the Contractor within 30 calendar days after receipt of all required information on the decision on substitutions. A modification to the contract will be issued reflecting any approved changes to Key Personnel.

4. **AUTHORIZED USERS**

In addition to the Harpers Ferry Center, all elements of the National Park Service Units, may place orders on a direct basis with the Contractor in accordance with the guidelines that follow including the specific ordering procedures in Paragraph 6.

5. **RIGHT TO PROCURE FROM OTHER SOURCES**

In addition to the provisions of the Requirements Clause of this contract, the Contractor agrees that in an emergency situation dealing with life, health, and/or safety issues, the products covered by this contract may be procured from another source. In addition, there will be no requirement for the National Park Service to provide the work to the Contractor for acceptance of an accelerated delivery.

See Section I, Contract Clauses, Item 4, Requirements Clause.

6. ACTIVITIES, TYPES OF ORDERS AND PAYMENT PROVISIONS

Orders may be placed for both single and combined activities which encompass planning, design, and manufacturing of signs in accordance with the Contractor's Comprehensive Plan for Ordering and the guidelines as set forth below.

Activities, Types of Orders and Payment Provisions							
	Activities				Order Type		Payment
UniGuide Signs	Programming	Design	Manufacture	Consult with HFC	Catalog Order (1)	Task or Delivery Order (2)	Purchase Card
Park and Facility Identification							
Post and Panel	P		R			R	
Monolithic	P		R			R	
Hanging Timber	P		R			R	
Monolith with Side Column	P	R	R	R		R	
Masonry Column Timber Mount	P	R	R	R		R	
Wall Mount	P	R	R	R		R	
Custom ID Signs	P	R	R	R		R	
Replacement Panels	P		R			R	P
Replacement Parts	P		R		P	R	R
Motorist Guidance							
Highway Guide	P		R			R	R
Road Guide	P		R			R	R
Path Finder	P		R			R	R
Boundary Marker	P		R			R	R
Traffic Warning	P		R		R		R
Traffic Regulatory	P		R		R		R
Parking Control	P		R		R		R
Custom Motorist Guide Signs	P	R	R	R		R	

LEGEND:

R - Required Activity

P - Possible Activity

N/A - If block is blank, it is not applicable

This chart will be reviewed and updated if required, by mutual agreement between the Contractor and Government, on a yearly basis.

	Activities				Order Type		Payment
UniGuide Signs	Programming	Design	Manufacture	Consult with HFC	Catalog Order (1)	Task or Delivery Order (2)	Purchase Card
Visitor Information (VIS)							
General Info	P	P	R	P	P	R	R
Regulations	P	P	R	P		R	R
Resource Protection	P	P	R	P	P	R	R
Safety Information	P	P	R	P	P	R	R
Safety Warning	P	P	R	P	P	R	R
Safety Danger	P	P	R	P	P	R	R
Pedestrian Wayfinding	P	P	R	P		R	R
Campsite Number	P	P	R			R	R
Campsite Number/Permit	P	P	R			R	R
Fee Signs	P	P	R	R		R	R
Park ID (Small Scale)	P	P	R			R	R
Facility ID (Small Scale)	P	P	R			R	R
Motorist Info (Low Speed)	P	P	R		R	R	R
Motorist Guidance (Low Speed)	P	P	R		R	R	R
Motorist Regulatory (Low Speed)	P	P	R		R	R	R
Shuttle Stop	P	P	R	R		R	R
Bulletin Cases	P		R		R	R	R
Trashbag Dispensers	P		R		R	R	R
Maps	R	R	R	R		R	R
Custom VIS Signs	R	R	R	R		R	R
Replacement Parts			R		P	R	R

Wayside Interpretive Exhibits							
Wayside Reverse Angle Assemblies	P	P	R	R		R	R
Wayside Panels	P	P	R	R		R	R
Custom Wayside Fabrication	P	P	R	R		R	
Replacement Parts	P	P	R		P	R	R

LEGEND:

R - Required Activity

P - Possible Activity

N/A - If block is blank, it is not applicable

This chart will be reviewed and updated if required, by mutual agreement between the Contractor and Government, on a yearly basis.

NOTES: See Section C for definitions of the sign types and interpretive wayside exhibits listed above. Standard catalog signs must be able to be shipped within 30 days or less to permit placement and payment by the Government Purchase Card. On the other hand, the planning and design of simple custom signs should be a separate Task Order if combined with a manufacturing Order.

7. **PLACEMENT OF ORDERS**

Orders placement will be accomplished by using one of the following methods: (1) Catalog Order or (2) Task Orders as follows:

A. **Catalog Order**

Catalog Orders for standard signs and associated hardware will be placed using the Contractor's website via Government Purchase Card. The Prompt Payment Act does not apply to these orders.

B. **Task Orders**

(1) Task Orders for all other sign and sign components will be placed by the Contracting Officer through the negotiation and issuance of a Task Order to the Contractor designating (a) the work to be performed; (b) the time for completion schedule or target date; (c) the COTR; and (d) any other requirements specific or unique to the project.

(2) Pricing for wayside exhibit porcelain panels will be done as a separate Task Order after a layout is prepared and approved.

The Contractor shall compete the production of the panels and provide a summary of the price competition and the final price to the Government.

The Contractor shall submit, after receipt of a Task Order request, a cost proposal to include the following elements, as appropriate:

- A. Date of commencement of work and schedule;
- B. Person hours by applicable labor category or sign components in accordance with the schedule set forth in Section B;
- C. Travel costs;
- D. Packaging costs;
- E. Shipping costs; and
- F. Total firm-fixed-price.

Type of Request	Working Days
Standard	5
Custom	10
Substantially Standard	7
Substantially Custom	10

If the Government finds the task response acceptable, a Task Order will be issued. Work shall not begin on any Task Order without the execution by the Contracting Officer of a Task Order authorizing the work. All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order and the contract, the contract shall control.

8. **PAYMENT**

A. **Catalog Order**

Catalog Orders will be paid via Government Purchase Cards. The Contractor cannot process the credit card transaction until the order is shipped. This must occur within 30-calendar days of the placement of the order.

B. **Task Order**

Task Orders will be paid upon delivery and acceptance of individual projects completed as part of this contract. The Government will pay the Contractor the negotiated firm-fixed-price for each Task Order. Payment will be made in the form of a lump sum for each completed order upon acceptance of the work and submission of a proper invoice. Partial payment may be authorized based upon a completion, delivery and payment schedule stated in the Task Order.

9. **SUBMISSION OF INVOICES**

Invoices shall be submitted in an original and one copy to the Government Office designated in the Task Order to receive invoices. To constitute a proper invoice, the invoices shall contain the following information:

- A. Name and address of the Contractor;
- B. Taxpayer Identification Number (TIN);
- C. Invoice date and park/region;
- D. Contract number;
- E. Description, quantity, labor rate or unit price, and extended price of supplies and services delivered;
- F. Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment); and
- G. Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

10. **PAYMENT DUE DATE**

Payments under this contract, except for other than those made with Government Purchase Cards, will be due on the 30th calendar day after the latter of:

- A. The date of actual receipt of a proper invoice in the office designated to receive the invoice. (**NOTE: THE GOVERNMENT WILL NOT TAKE RESPONSIBILITY FOR INVOICES MAILED OR HAND-CARRIED TO ANY OTHER ADDRESS**); or,
- B. The date the supplies or services are accepted by the Government.

Payment shall be considered to have been made on the specified payment date of the Electronic Funds Transfer.

The National Park Service has entered into an agreement with the Treasury to make electronically paid remittance information available via the Internet to vendors through a system called Payment Advice Internet Delivery (PAID). PAID is available at NO cost.

You can register on-line at <http://fms.treas.gov/paid>. Three payment delivery options are available: (a) web access only; (b) web access and e-mail notification when you receive a payment; and (c) web access and e-mail delivery of remittance information. Once registered, vendors can access their remittance information by keying in a unique User ID and Password and querying the database. Banking information is not a part of PAID. Data should be available within 24 hours of the date of payment. It is retained for two months from the date of payment.

11. **TRAVEL**

In the event that the performance of a specific Task Order requires travel, the Contractor shall be reimbursed for such travel in accordance with the current official Standard Government Travel Regulations. Only coach class for common carriers shall be reimbursed. While in travel status for planning and design work to be performed under this contract, the Contractor will be compensated for travel time at half the negotiated hourly rate contained in Section B. General Services Administration per diem rates can be accessed via the Internet at:

<http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd04d.html>

Specifically, travel to the Harpers Ferry Center, Harpers Ferry, West Virginia, or to a Park site may be required.

12. **ECONOMIC PRICE ADJUSTMENTS (POLICY AND METHODS)**

Increases and decreases in the loaded labor rates and unit prices set forth in Section B of this contract shall be developed, established or limited as follows:

A. **Labor Rates – Planning and Design**

- (1) The loaded labor rates set forth in Section B for the Year 1 contract period shall remain fixed for one year from the contract effective date.
- (2) The *Consumer Price Index (CPI)* for Other Goods And Services will be used as the economic price adjustment factor or basis. This information can be accessed at internet address: <http://www.bls.gov> and <http://www.bls.gov/cpi/home.htm>
- (3) Annual adjustments in contract loaded labor rates set forth in Section B will be determined by increases or decreases in the CPI. Adjustments will be made based on the January through December final index annual increase or decrease percentage for the previous year-to-date for Other Goods and Services as published by the U.S. Bureau of Labor Statistics. In no case, however, shall the annual adjustments, up or down, exceed 4% in any year. The adjustment will become effective at the beginning of each contract year.
- (4) Results for each individual loaded labor rate will be rounded up to the next whole cent (i.e., $\$40.95 \times .0190 = 0.7781$ which would round to .78. $\$40.95 + .78 = \41.73)

B. **Sign Components**

- (1) The unit prices set forth in Section B for the Year 1 contract period shall remain fixed through for one year from the contract effective date.
- (2) A 3.5% annual price adjustment in the contract unit prices set forth in Section B will become effective at the beginning of each contract year.
- (3) Results for each individual sign component price will be rounded up to the next whole cent (i.e., $\$395.15 \times .005 = 1.9758$ which would round to 1.98. $\$395.15 + 1.98 = \397.13).

C. Raw Materials – Steel, Aluminum, Western Red Cedar, and Vinyl

In addition to the 3.5% annual price adjustment for sign components provided for in Paragraph 11(B), the Contractor may seek a price adjustment in the sign component prices due to the fluctuation of the individual raw material prices for steel, aluminum, western red cedar, and vinyl.

The Contractor will be entitled to initiate a price adjustment twice a year. If this price adjustment is requested, documentation shall be provided on or before January 15th and July 15th for each preceding six month period (i.e., July for the period January 1st through June 30th and January for the period July 1st through December 31st).

The notification shall be provided in a timely matter. Timely is defined to be on or before January 15th or July 15th of each contract year or extension thereof for the preceding six-month period. If a timely request is not received, no upward adjustment will be entertained; however, the Government reserves the right to require documentation and make a downward adjustment.

The price adjustment requested shall substantiate through purchases and receipts what has been experienced in actual costs for each of the raw materials, including evidence of competition, for an average of the preceding six consecutive months. If the actual experience shows an increase or decrease of 2% or more of the final negotiated base price of each raw material, a contract adjustment will be made. However, the final sign component prices will not increase or decrease greater than 20% for Steel, 10% for Aluminum, 10% for Western Red Cedar, and 15% for Vinyl.

The following provisions apply:

(1) The Contractor shall initiate a price adjustment twice a year. The percentage of individual raw material increases or decreases shall be provided with sufficient documentation to substantiate the increase or decrease, the calculation and the sign components to which the increase or decrease applies.

(2) Example: The original base price of steel is:

Quantity:	5 ton	Base Price:	\$650 per ton
Quantity:	10 ton	Base Price:	\$625 per ton
Quantity:	15 ton	Base Price:	\$600 per ton
Quantity:	40 ton	Base Price:	\$580 per ton

Example 1:

July 2005	\$3,375 for 5 ton
August 2005	\$-0-
September 2005	\$6,500 for 10 ton
October 2005	\$-0-
November 2005	\$8,625 for 15 ton
December 2005	\$-0-

Example 2:

\$27,200 for 40 ton
\$-0-
\$-0-
\$-0-
\$-0-
\$-0-

Example 1 - Total Steel Purchase for Six-Month Period:

Base Price: \$650 per ton x 5 ton = \$3,250

Actual Price: \$3,375 divided by 5 ton = \$675 average per ton

Percentage of Adjustment: \$3,375 divided by \$3,250 = .0370 increase

Base Price: \$625 per ton x 10 ton = \$6,250

Actual Price: \$6,500 divided by 10 ton = \$650 average per ton

Percentage of Adjustment: \$6,500 divided by \$6,250 = .0400 increase

Base Price: \$600 per ton x 15 ton = \$9,000

Actual Price: \$8,625 divided by 15 ton = \$575 average per ton

Percentage of Adjustment: \$8,625 divided by \$9,000 = .0417 decrease

Recap: .0370 + .0400 = .0770 divided by 2 = .0385 increase

.0417 decrease

.0417 - .0385 = .0032 decrease

In this particular example, no adjustment in the raw material price for steel is warranted.

Example 2 - Total Steel Purchase for Six-Month Period:

Base Price: \$580 per ton x 40 ton = \$23,200

Actual Price: \$27,200 divided by 40 ton = \$680 average per ton

Percentage of Adjustment: \$27,200 divided by \$23,200 = .1724 increase

In this particular example, a .1724% adjustment in the raw material price for steel is warranted on the raw material portion of the component price.

- (3) Each affected sign component price will be increased or decreased by the same percentage that the raw material base price is increased or decreased. Percentages will be computed using four digits as shown in the preceding examples (i.e., .0032, .1724).

- (4) The changed sign component price will become effective on June 1st and December 1st of each contract year. The Contracting Officer will not execute a modification incorporating an increase or decrease in any sign component price under this clause until the increase or decrease is verified.
- (5) The increased or decreased sign component prices will not apply to Orders executed prior to the effective date of the increased contract unit prices.
- (6) The 3.5% annual price increase will be made after the raw material adjustment is made. The annual price adjustment will become effective at the beginning of each contract year (presently contract award is scheduled for July 1, 2005)
- (7) Baselines for Steel, Aluminum, Western Red Cedar, and Vinyl are as follows:

MATERIAL	BASE PRICE	UNIT
Steel Tube – A500-B	\$0.5541	Pound
Steel Angle – A36	\$0.3634	Pound
Steel Sheet – A606	\$0.5064	Pound
Aluminum Sheet – 3003	\$1.97	Pound
Aluminum Pipe – Schedule 40 – 6063	\$1.25	Linear Foot
Aluminum Bar – 6063	\$1.77	Pound
Western Red Cedar – 2” Nominal Thickness	\$3,750	1,000 Board Feet
Western Red Cedar – 4” x 4” and 6” x 6”, Number 1 Grade	\$2,100	1,000 Board Feet
Western Red Cedar – 10” x 10” and 10” x 12”, Number 2 Grade	\$2,300	1,000 Board Feet
T-2500 Super Engineering Type II Vinyl	\$1.15	Square Foot
T-6500 High Intensity Prismatic, Type III, Vinyl	\$1.68	Square Foot
High Density 5-Year Vinyl – Black/White	\$0.26	Square Foot
¼” Thickness Aluminalite Sheets	\$2.65	Square Foot

13. **USE RESTRICTIONS – VISITOR INFORMATION SYSTEM**

The design of the Visitor Information System (VIS) is patented and proprietary to Meeker & Associates, Inc., who retains ownership of “any and all intellectual property rights, including any patent and copyrights, in and to the design, concepts, and engineering and mechanical aspects of” including hardware specified in the standard outlined in Attachment A, A3, Volume III, Visitor Information.

This system cannot be disclosed outside the Government and cannot be duplicated, used, or disclosed – wholly or in part – for any purpose other than as required by the planning, design, or manufacture of signs for the National Park Service and affiliated areas.

The National Park Service has been granted a “non-exclusive, royalty-free license in perpetuity to use the designs.... for the purpose of manufacturing signs or sign parts for the National Park Service and affiliated areas.” *Use by the NPS or any sign manufacturer for any other purpose is prohibited.*

14. **RIGHTS IN DATA - SPECIAL WORKS**
(FAR 52.227-17) (JUN 1987)

A. **Definitions.**

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited Rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

B. **Allocation of Rights.**

(1) The Government shall have--

- (i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

- (ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.
 - (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.
- (2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

C. Copyright.

- (1) Data first produced in the performance of this contract.
 - (i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, world-wide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.
 - (ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) **Data not first produced in the performance of this contract.**

The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

- D. **Release and use restrictions.** Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.
- E. **Indemnity.** The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contain in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

15. **ADVANCE UNDERSTANDING**

In accordance with the Rights-in-Data - Special Works Clause "The Government shall have unlimited rights in all data delivered under this contract and in all data first produced in the performance of this contract, except as provided in paragraph 'c' of this clause for copyright." Data first produced includes all collected user data. This data becomes the sole property of the National Park Service.

16. **SUBCONTRACTS**

In addition to the requirements set forth in FAR 52.244-6, Subcontracts for Commercial Items, the Contractor shall flow down the following additional clauses to subcontractors as may be appropriate: FAR 52.223-4, Recovered Material Certification; FAR 52.223-5, Pollution Prevention and Right-to-Know Information; FAR 52.223-9, Estimate of Percentage of Recovered Materials Content for EPA Designated Products; FAR 52.223-10, Waste Reduction Program; FAR 52.223-11, Ozone-Depleting Substances; FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and FAR 52.223-14, Toxic Chemical Release Reporting.

17. **WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE**
(FAR 52.246-17) (JUN 2003) – ALTERNATES IIII AND V(APR 1984)

A. *Definitions.* As used in this clause-

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

B. Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants **the following:**

- (a) **Wood Signs.** Unconditionally guaranteed, except for minor seasoning checks on wood products used outdoors for one-year from delivery. The wood signs will be repaired or replaced at the option of the Contractor any defects in labor or materials, and shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the items to be inspected and/or returned for correction or replacement. This warranty specifically excludes damage caused by handling, vandalism, installation by other than the Contractor, abuse, misuse or sprinkler systems. Warranty claims must be submitted in writing, and require purchaser to provide photo documentation prior to the Contractor initiating warranty action.

- (b) **Type III – Retro-Reflective T6500 Series High Intensity Grade Sheeting.** If within 10-years of sign fabrication the sheeting deteriorates due to natural causes to the extent that the sign fails to retain the minimum reflectivity values warranted for the 10-year period or the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal daytime or nighttime driving conditions, the sheeting will be replaced. Slight color fading, cracking chalking, edge lifting, or slight reduction in gloss or reflectivity will not materially detract from appearance and does not constitute a breach of warranty.
- (c) **Type I & Type II T-2500/T-2600 Series Reflective Sheeting.** If within 10-years of sign fabrication, the sheeting deteriorates due to natural causes to the extent that the sign fails to retain the minimum reflectivity values warranted for the 10-year period or the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal daytime or nighttime driving conditions, the sheeting will be replaced. Slight color fading, cracking chalking, edge lifting, or slight reduction in gloss or reflectivity will not materially detract from appearance and does not constitute a breach of warranty.
- (d) **Modulite Digital Products.** Warranted on a pro rata basis for a period of 10-years for chipping, delaminating, and fading as described. Modulite products found to be defective will be replaced subject to a use adjustment made on a pro rata basis for a maximum period of 120 months beginning with the date of shipment to the customer.
- (e) **Sign Panels (High Pressure Laminate).** Warranted to perform as intended for a period of 120 months from date of delivery. Product is warranted against failure from manufacturing defects, including, but not limited to delaminating, blistering, peeling, fading or any other decomposition that would negatively affect use and enjoyment of the sign panels. Upon inspection and review of any product deemed defective by the owner, panels that have failed in any way will be repaired or replaced.

- (f) **Porcelain Enamel Panels.** Panels are guaranteed against fading due to UV exposure for a period of 25-years from date of delivery. Panels are guaranteed to be free from defects in materials or workmanship, chipping, delaminating, rusting or deteriorating in any way, with the exception of vandalism, mishandling, or improper installation, for a period of five-years from date of delivery. Any panels shown to be defective after inspection will be replaced.
- (g) **Alumalite.** Alumalite factory-paint finish is warranted not to crack, chip, flake, or peel, and has a standard 10-year warranty. Alumalite is warranted not to fade more than eight NBS units over 10-years. When mounted and installed as directed by Laminators, Alumalite is warranted not to delaminate (separate) at any Laminators' produced glue line for a period of five-years.

The Contractor offers a limited product replacement warranty, not an insurance policy. If the panels are exposed to salt spray, chemicals, or exposure to anything abnormal (i.e., acts of God), we do not warrant it.

- (h) **Molded Plastic Components.** Defects in product will be replaced when claims are made within 30-days after delivery.
- (i) **Digitally Produced Prints.** Used on vertical signs, the material is warranted for a period of four-years. However, when utilized in a desert state such as Arizona, New Mexico, and the desert areas of California, Nevada, Utah, and Texas, the warranty would be 70% of the stated period, three and one-half years.

The graphics are warranted for a period of four-years except in the above-listed desert areas/states where the warranty would be two and one-half years.

- (i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
- (ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

- (2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.
- (3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph B(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.
- (4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

C. Remedies available to the Government.

- (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph B(1) of this clause within 30 days after discovery of the defect.
- (2) Within a reasonable time after the notice, the Contracting Officer may either-
 - (i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph B(1) of this clause; or
 - (ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.
- (3)
 - (i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer-
 - a. May, for sampling purposes, group any supplies delivered under this contract;
 - b. Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

- c. May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
 - d. Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
 - (ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph B(1) of this clause, the Contracting Officer may exercise one or more of the following options:
 - a. Require an equitable adjustment in the contract price for any group of supplies;
 - b. Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement;
 - c. Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies; and/or
 - d. Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
- (4) If the Contractor does not agree as to responsibility to correct or replace the supplies delivered, the Contractor shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph (c)(2) of this clause to correct or replace the defective or nonconforming supplies. In the event it is later determined that the supplies were not defective or nonconforming within the terms and conditions of this clause, the contract price will be equitably adjusted.
- (5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

- (6) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

18. **PRIVACY AND SECURITY**

- A. The Contractor is advised that the establishment, maintenance and operation of records systems used to perform this contract, at the prime and all appropriate subcontract levels, is subject to the provisions of the Privacy Act of 1974, violation of which may result in criminal and/or civil penalties. (See FAR Clause 52.224-1 and 52.224-2).
- B. The Contractor and any and all subcontractors shall take affirmative and documented steps to ensure that privacy and security considerations identified above are addressed, and shall require that clauses substantially the same as this clause are incorporated into any and all subcontractors or other forms of agreements to ensure appropriate and necessary “flow-down” of these requirements.
- C. The Contractor, subcontractor(s) and their employees are prohibited from using or giving information acquired through their official positions, prior to its release to the public, to advance the interests of themselves, their families, associates, friends, and any other persons or enterprises.

19. **ADDITIONAL WORK**

Any additional work not detailed in this contract shall be approved in writing by the Contracting Officer.

20. **GOVERNMENT-FURNISHED PROPERTY**

The Contractor shall be responsible for security and protection of Government-Furnished Property or materials provided in connection with this contract (See FAR 52.245-2). Following acceptance of all work by the Government, the Contractor shall return to the Contracting Officer all Government-Furnished Property.

If due to fault, neglect, dishonesty of the Contractor, his agency or employees, loss or damage to Government property is incurred during the performance of this contract, the Contractor shall be responsible for same. The Government, at its option, may in lieu of repayment, requires the Contractor to replace at his own expense, all such property as directed by the Contracting Officer.

21. **POSITION QUALIFICATIONS**

Contractor direct labor personnel in the performance of this contract shall satisfy at a minimum, except for those exceptions mutually agreed upon, the applicable qualifications set forth in Attachment D.

In the event during the performance period of this contract, the Government issues Task Orders to the Contractor requiring labor categories other than those set forth in Section B, it may be modified appropriately by mutual agreement of the parties.

22. **CHANGES IN DESIGN AND SPECIFICATIONS**

A. In the event that the Contractor, prior to the completion of the work hereunder and whether or not in connection with the performance of such work, develops:

- (1) Any improvement in the present designs of the sign components called for by this contract, or
- (2) Any improved methods of accomplishing the objectives of this contract.

The Contractor shall promptly provide written notice of any such improvement or improved methods to the Contracting Officer and COTR for review and approval.

B. Such notice shall include a general description sufficient to show the Contractor's best appraisal as to the prospective effect or influence of any such improvement on the work required by this contract were such improvement to be incorporated into this contract.

Once approved by the COTR, unit pricing for the item(s) will be negotiated with the Contracting Officer and a Modification to the contract will be issued.

23. **NOTICE OF CONTRACTOR DELAYS**

In the event the Contractor encounters difficulties in meeting performance requirements under this contract, the Contractor shall immediately provide written notification, with complete pertinent information to the Contracting Officer with a copy to the COTR specified in the Task Order. This includes but is not limited to compliance with delivery schedules and dates, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely delivery of sign components or performance of this contract in any way. This notification, however, shall not be construed as a waiver by the Government of any delivery schedule, date, or any rights or remedies otherwise provided by law, regulation or contained elsewhere in this contract.

24. **NATIONAL PARK SERVICE (NPS) POLICY FOR ON-SITE CONTRACTORS**

In performance of work under this contract, the Contractor shall be guided by the NPS COTI 1443.37-01 entitled "On-Site Contractors, Cooperators, and Partners" which is incorporated into this contract as Attachment Q.

25. **FACILITY SECURITY POLICY**

Contractors attending meetings or accomplishing work located at the Harpers Ferry Center, and the Washington Metropolitan area during normal business hours shall register their arrival and departure times in the Visitor's Log at the main reception area in the lobby. Visitors are required to sign out when leaving the premises.

26. **TERMINATION FOR CONVENIENCE OR MUTUAL AGREEMENT**

Notwithstanding the Government's right to terminate for convenience at any time, if at any time after the fifth year of the contract relationship, the Government or the Contractor determines that continuation of the contract is not in the best interest of the parties, either party may terminate the relationship by giving written notice of one year at the end of the evaluation period immediately proceeding the period that is being ended.

27. **BUY-OUT PROVISION**

During the phase-out period, the Government will buy-out or cause the successor Contractor to this contract to buy-out its remaining inventory of sign components including standard sign panels and associated hardware and materials. The sign components including standard sign panels and hardware, and associated materials will be paid for at the unit price set forth in Section B for the last year of the contract period.

The Contractor shall develop and deliver to the Contracting Officer an Inventory Forecasting Plan, within 30 calendar days of the Contracting Officer's request, which may occur at any time prior to the expiration of the contract. Once approved, in writing by the Contracting Officer, the Contractor shall use this plan to estimate remaining unsold inventory quantities of sign components, including standard sign panels, hardware, and associated materials set forth as line items in Section B.

Within 30 calendar days of written notice from the Contracting Officer, the Contractor shall inventory, inspect, and have ready for shipment to the destination directed by the Contracting Officer, all buy-out components which meet the contract specifications. The Government will reimburse the Contractor for the packing and shipment of the existing inventory. In the event of a dispute between the Contractor and the successor Contractor as to which buy-out items meet contract specifications, a listing of the components in question shall be sent to the Contracting Officer by the successor Contractor. The Contracting Officer will determine and direct the method of inspection, at the Government's expense. A final decision will be issued by the Contracting Officer.